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ANNEX C TO THE AGREEMENT  
BETWEEN BELMAC S.A. AND ETHYPHARM S.A. (SPAIN)  
DETAILS OF BELMAC'S FACILITIES (as per Clause 2.4)

BELMAC/ETHYPHARM  
RJ 010521

32



LABORATORIOS BELMAC S.A.  
Telda, 4 Planta Baja  
Parque Empresarial "La Marina"  
28700 SAN SEBASTIAN DE LOS REYES  
(Madrid)  
SPAIN

Saint Cloud, March 21, 2002

Via e-mail and Facsimile : 00 34 91 652 01 44

For the attention of Mr HERRERA

Dear Mr Herrera,

We acknowledge good receipt of your counterproposal which, unfortunately reached us only today, 21<sup>st</sup> of March, 2002, by e-mail.

We have slightly revised this document which, we understand, would enable you to manufacture, as subcontractor, our products at your Zaragoza premises. Your draft does not reflect all the aspects discussed during our meeting of February 21<sup>st</sup>, 2002 and mentioned in our initial proposal.

As you know, we view this as a most important matter and are asking our US attorney to review it.

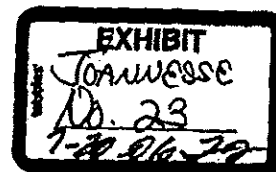
As you must understand, if we cannot resolve this matter, it will result in actions in the USA as we discussed in our meeting.

We trust that a prompt and satisfactory solution to both parties can be found rapidly and are looking forward to hearing from you by return e-mail and fax.

Yours Sincerely,

Gérard LUDUC  
General Manager

Direction Scientifique et Commerciale : 194, Bureau de la Colline - Batiment D - 92213 Saint-Cloud Cedex - France  
TEL : + 33 - 1 41 32 17 20 - FAX : + 33 - 1 41 32 17 30 - Vidéoconférence : + 33 - 1 41 32 00 75 - Site Web : <http://www.ethypharm.com>  
Siège Social et Fabrication : 21, rue Saint-Mathieu - 78550 Houdan - France - TEL : + 33 - 1 30 88 17 20 - FAX : + 33 - 1 30 68 17 30  
Site de Fabrication : Chemin de la Poudrière - B.P. 117 - 78121 Le Grand Chèvilly Cedex - France - TEL : + 33 - 2 35 18 24 64 - FAX : + 33 - 2 35 18 24 61  
S.A. au capital de 8 000 000 F - RCS Versailles B 217 908 823 - APE 244 C - Siret 317 998 833 00052



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## CONTRATO DE FABRICACION Y SUMINISTRO

En Madrid, a..... de ..... de 2002.

ENTRE

Compañía **LABORATORIOS BELMAC, S.A** (en adelante, **BELMAC**), con domicilio en la calle Julio Palacios, 29-6, D, 28029, Madrid, Spain representada por su Director General: **Senor Adolfo HERRERA MALAGA**

Por una parte

Y

Compañía **LABORATORIOS ETHYPHARM INDUSTRIES S.A** ( en adelante, **ETHYPHARM** ), con domicilio en 21 RUE Saint Mathieu - 78550 HOUDAN (Francia) representada por su Presidente : el **Senor Gérard LEDUC**

Por otra parte

Ambas partes reconociéndose mutuamente capacidad jurídica y de obrar suficiente para el otorgamiento del presente contrato,

## EXPONEN

- I. Que **BELMAC** está registrado en la Agencia Española del Medicamento con el número 3.150-E para la fabricación y comercialización de productos farmacéuticos y que por lo tanto, puede fabricar los productos farmacéuticos que se describen en Anexo 1 (en adelante, **LOS PRODUCTOS**) según las

<p><b>Deletad: REUNIDOS</b>  <b>DE UNA PARTE,</b>  Don ....., mayor de edad, casado/ soltero, con domicilio en ....., calle ....., núm. .... y con DNI/NIF núm. ....  <b>DE OTRA PARTE,</b>  Don ....., mayor de edad, casado/ soltero, con domicilio en ....., calle ....., núm. .... con DNI núm. ....  <b>INTERVIENEN</b>  <b>Deletad: El primero en nombre y representación de la</b>  <b>Deletad: constituida en escritura pública otorgada el</b> ..... ante el Notario de ..... Don ..... con fecha ..... Tomo ..... Folio ..... Hoja ..... y con CIF ..... núm. .... cuyas facultades representativas resultan de la Escritura Pública de ..... autorizada por el Notario de ..... en fecha .....</p> <p><b>Deletad: El segundo en nombre y representación de la</b>  <b>Deletad: Marqués de la Ensenada 16, 28004, Madrid constituida en escritura pública otorgada el</b> ..... ante el Notario de ..... Don ..... con fecha ..... Tomo ..... Folio ..... Hoja ..... y con CIF ..... núm. .... cuyas facultades representativas resultan de la Escritura Pública de ..... autorizada por el Notario de ..... en fecha .....</p>
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especificaciones del dossier correspondiente y las instrucciones técnicas transmitidas por ETHYPHARM.

II. Que ETHYPHARM está registrado en la Agencia Española del Medicamento con el número 3.328-E como titular de autorizaciones de medicamentos.

III. Que ETHYPHARM está interesada en obtener la fabricación y el suministro de determinadas cantidades de LOS PRODUCTOS fabricados por BELMAC según los términos del presente contrato, durante un tiempo determinado.

IV. Que BELMAC está interesada en fabricar y suministrar LOS PRODUCTOS en conformidad con las especificaciones y los dossieres técnicos de ETHYPHARM.

V. Que ambas partes convienen otorgar el presente contrato de suministro de conformidad con las siguientes

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#### CLAUSULAS

##### PRIMERA. Objeto del contrato

BELMAC se obliga a fabricar y suministrar a ETHYPHARM LOS PRODUCTOS, en la condiciones y pactos establecidos en este contrato, de acuerdo con las normas de buena fabricación, según la Ley 25/1990 del 20 de Diciembre (Ley del Medicamento) y el Real Decreto 1564/1992 del 18 de Diciembre y en conformidad con las especificaciones y los dossieres técnicos de LOS PRODUCTOS recibidos de ETHYPHARM.

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##### SEGUNDA. Procedimiento de suministro

ETHYPHARM enviará a BELMAC los pedidos de LOS PRODUCTOS con, al menos, 90 días naturales de antelación a la fecha de entrega por correo electrónico (e-mail), incluyendo las condiciones del pedido, cantidades y fecha de entrega. BELMAC comunicará al cabo de 7 días por escrito la aceptación, en su caso, de las órdenes en cuanto a y plazo.

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Las condiciones de entrega serán ex-works Zaragoza.

Desde el momento de la comunicación de disponibilidad conforme a las especificaciones analíticas de LOS PRODUCTOS, ETHYPHARM se hace plena y exclusivamente responsable de la utilización de LOS PRODUCTOS suministrados.

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Una vez comunicada la disponibilidad y de la conformidad de LOS PRODUCTOS, ETHYPHARM dispondrá de un plazo de 30 días hábiles para formular a BELMAC cuantas reclamaciones considere pertinentes por defectos de calidad o cantidad de cada envío suministrado.

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En el supuesto de que ETHYPHARM observara en el citado plazo defectos en LOS PRODUCTOS recibidos, se lo notificará a BELMAC inmediatamente, con indicación del lote de producto y de los motivos de la devolución. En el plazo de 7 días BELMAC realizará los controles y análisis necesarios para confirmar o no los motivos de la reclamación, utilizando para ello muestras de LOS PRODUCTOS así como de la muestra de referencia. Si no hubiera conformidad entre los resultados analíticos efectuados por las partes, ambas partes tratarán de llegar a un acuerdo de buena fe.

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BELMAC certifica que ha contratado y mantendrá en vigor durante el periodo del presente Contrato todos los seguros necesarios para cubrir sus obligaciones y

responsabilidades en la fabricación y análisis de LOS PRODUCTOS, y contestar a toda reclamación de terceros a ETHYPHARM en relación con la fabricación de LOS PRODUCTOS por BELMAC. BELMAC transmitirá a ETHYPHARM copia de dicho seguro.

BELMAC conservará y pondrá a disposición de ETHYPHARM los protocolos de Producción, así como las muestras de referencia y todos los datos relevantes a la hora de evaluar la calidad de LOS PRODUCTOS en caso de reclamación o sospecha de algún defecto o por necesidades propias de ETHYPHARM. Igualmente, ambas partes se obligan a guardar secreto de toda la información que puedan intercambiar o haber intercambiado antes de la firma del presente contrato, en relación con esta fabricación. Además, BELMAC se compromete a no utilizar las informaciones recibidas de ETHYPHARM para fabricar LOS PRODUCTOS para terceros o para sí mismo sin previa autorización escrita de ETHYPHARM.

BELMAC permitirá a ETHYPHARM acceder a sus instalaciones cuando sea preciso para los temas relacionados con el presente contrato de acuerdo con la Ley, previa notificación, estando de acuerdo en la fecha ambas partes.

#### TERCERA. Cantidades a suministrar

En los 15 primeros días de cada año de vigencia del presente contrato, ETHYPHARM deberá comunicar a BELMAC las cantidades estimativas a entregar durante ese año, periódicamente mensualmente.

En caso de que BELMAC no pueda asegurar la fabricación de LOS PRODUCTOS en los plazos confirmados, BELMAC se compromete a informar ETHYPHARM cuanto antes y por lo menos con 15 días de antelación a encontrar una solución sin demora. En el caso de retraso en la fabricación de LOS PRODUCTOS de más de 15 días, ETHYPHARM se reserva el derecho de tomar las acciones pertinentes si lo estimase oportuno.

#### CUARTA. Precios

Los precios unitarios de LOS PRODUCTOS se fijarán por mutuo acuerdo de las partes en documento aparte anexo al presente Contrato, siendo revisados anualmente con tres meses de antelación a cada vencimiento de acuerdo con la evolución del índice del Convenio Colectivo de la Industria Química farmacéutica.

A estos precios que se consideran netos, se aplicarán los impuestos legalmente establecidos.

#### QUINTA. Facturación

BELMAC emitirá una factura comprensiva de LOS PRODUCTOS a ETHYPHARM, la cual será pagadera, a la cuenta bancaria que BELMAC indique, al plazo improrrogable de 90 días naturales desde la fecha de emisión de la factura.

#### SEXTA. Impagos

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BELMAC podrá interrumpir el suministro, sin incurrir en responsabilidad alguna, por la tenencia de recibos referentes a facturas cuyo plazo de antigüedad sea superior a sesenta días desde su vencimiento.

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#### SÉPTIMA. Duración

El presente contrato tendrá una duración de un (1) año prorrogable tácitamente por periodos de un (1) año, salvo aviso expreso con cuatro (4) meses de antelación a su vencimiento por cualquiera de las partes.

En cualquier caso de terminación del presente Contrato, BELMAC devolverá a ETHYPHARM todos los documentos y informaciones recibidas de ETHYPHARM en relación con la fabricación de LOS PRODUCTOS y BELMAC se compromete a no hacer directa o indirectamente cualquier uso de dichos documentos e informaciones. Las obligaciones de confidencialidad quedarán en vigor a la terminación del presente Contrato.

#### OCTAVA. Sometimiento a Fuero

Las partes se someten a los Juzgados y Tribunales de Madrid-Capital en cuanto no pudiera ser resuelto de forma amistosa cualquier litigio en relación con el presente Contrato.

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#### NOVENA. Régimen del contrato

Este contrato tiene carácter mercantil y se regirá por sus propias cláusulas y en lo que en ellas no estuviere previsto, por la legislación española.

Y para que así conste, se firma el presente contrato en ..... a .....

ETHYPHARM INDUSTRIES S.A. LABORATORIOS BELMAC S.A.

Gérard LEDUC Adolfo HERRERA MALAGA  
Presidente Director General

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**ANEXO**

1. Microgranulos de OMEPRAZOL segun patente N° 9207249 de Ethypharm
2. Microgranulos de Indometacina
3. Microgranulos de Piroxicam
4. Microgranulos de Aspirina
5. Microgranulos de Lanxoprezole

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BE MAC podra suministrar, segun los requisitos de ETHYPHARM y en conformidad con las especificaciones transmitidas por ETHYPHARM, LOS PRODUCTOS a ETHYPHARM, como productos semelaborados (microgranulos), a granel (capsulas), productos envasados en frasco o aluminio y como productos terminados, siempre que previamente se hayan obtenido las Autorizaciones Sanitarias necesarias.

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**MANUFACTURING AND SUPPLYING AGREEMENT**

Adopted in Madrid, on \_\_\_\_\_, \_\_\_\_\_, 2002

**BY:**

--the company ***LABORATORIOS BELMAC, S.A.*** (referred to hereinafter as ***BELMAC***), whose address is ***Calle Julio Palacios 29-6, D, 28029, Madrid, Spain, and*** whose representative is its General Manager, ***Mr. Adolfo HERRERA MALAGA,***

\_\_\_\_\_  
**--as the first party;**

and

--the company ***LABORATORIOS ETHYPHARM INDUSTRIES, S.A.*** (referred to hereinafter as ***ETHYPHARM***), whose address is ***21 Rue Saint Matthieu, 78550, Houdan (France) and*** whose representative is its President, ***Mr. Adolfo Gerard LEDUC***

\_\_\_\_\_  
**--as the second party.**

With both parties mutually acknowledging sufficient legal capacity and sufficient capacity to proceed with adoption of the present Agreement,

**--THEY ARE STATING:**

I. That ***BELMAC*** possesses Registration Number 3,150-E from the Spanish Drug Agency for manufacturing and marketing pharmaceutical products and that it can therefore manufacture pharmaceutical products which are described within Attachment 1 (referred to hereinafter as ***PRODUCTS***), according to specifications contained within the

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respective file and technical instructions issued by ETHYPHARM.

II. That ETHYPHARM possesses Registration Number 3,328-E from the Spanish Drug Agency as the registrant for authorizations pertaining to drugs.

III. That ETHYPHARM is interested in obtaining manufacturing and supplying of specific amounts of PRODUCTS manufactured by BELMAC according to the terms of the present Agreement, during a specific period of time

IV. That BELMAC is interested in manufacturing and supplying PRODUCTS in accordance with specifications and technical files originating from ETHYPHARM.

V. That both parties have agreed to adopt the present Supply Agreement in accordance with the following STIPULATIONS:

**FIRST CLAUSE: Purpose of the Agreement**

BELMAC promises to manufacture and to supply PRODUCTS subject to terms and commitments contained within the present Agreement, in accordance with good manufacturing standards, according to Statute Number 25/1990, which was enacted on December 20 [1990] (Statute concerning Drugs), and Royal Decree Number 1564/1992, which was issued on December 18 [1992], and in accordance with specifications and technical files received from ETHYPHARM in relation to PRODUCTS.

**SECOND CLAUSE: The Supply Process**

ETHYPHARM shall send orders for PRODUCTS to BELMAC by means of electronic mail (E-mail) at least 90 calendar days prior to the delivery date, with inclusion of terms for orders, amounts, and delivery dates. In applicable situations, BELMAC shall indicate acceptance of orders in terms of amounts and periods at the end of 7 days and in written form.

Delivery terms shall be *ex-works* in Zaragoza.

From the point of being notified concerning availability in accordance with analytical specifications for PRODUCTS, ETHYPHARM shall assume full and sole responsibility for use of PRODUCTS which are being supplied.

Upon being notified with respect to availability and acceptability of PRODUCTS, ETHYPHARM shall be allowed a period of 30 business days for submitting any claims to BELMAC which it may consider pertinent as a result of defects in quality or quantity in relation to each shipment being provided.

In the event that ETHYPHARM may encounter defects in PRODUCTS which it shall receive during the previously cited period, BELMAC must be notified immediately, with indication of product batches and reasons for returning products. Within a period of 7 days, BELMAC shall perform necessary tests and analyses for confirming or not confirming the reasons for a given claim, with use of samples of PRODUCTS for this purpose, as well as the collection of samples. If consistency between analytical results obtained by the parties does not exist, both parties must attempt to reach agreement in good faith.

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BELMAC attests that it has obtained all necessary insurance for covering its obligations and responsibilities for manufacturing and analysis of PRODUCTS, and for responding to claims against ETHYPHARM from third parties in relation to manufacturing of PRODUCTS by BELMAC and that said insurance must remain in force during the term of the present Agreement. BELMAC shall send copies of insurance policies to ETHYPHARM.

BELMAC shall retain Production protocols, as well as reference samples and all relevant data, and it shall render them available to ETHYPHARM on occasions when the quality of PRODUCTS must be evaluated in the event of claims or suspicions concerning any defects or as a result of ETHYPHARM's own needs. Similarly, both parties promise to maintain confidentiality with respect to any information in relation to manufacturing which may be exchanged or may have been exchanged prior to adoption of the present Agreement. Moreover, BELMAC promises that it shall not use information received from ETHYPHARM for manufacturing PRODUCTS for third parties or for itself without prior written permission from ETHYPHARM.

BELMAC shall allow ETHYPHARM to obtain access to its facilities when access may be necessary for matters pertaining to the present Agreement in accordance with the law, subject to prior notification and with both parties reaching agreement concerning the respective date.

#### **THIRD CLAUSE: Amounts to Be Supplied**

During the first 15 days of each year of validity of the present Agreement, ETHYPHARM must inform BELMAC in relation to estimated amounts which are to be delivered during the respective year, with monthly periodization.

In the event that BELMAC may be unable to ensure manufacturing of PRODUCTS according to confirmed periods, BELMAC promises to notify ETHYPHARM beforehand and at least 15 days in advance, in order for a solution to be adopted without delay. In the event of delays of more than 15 days with respect to manufacturing PRODUCTS, ETHYPHARM shall retain the right to adopt pertinent measures if doing so were to be deemed appropriate.

#### **FOURTH CLAUSE: Prices**

Unit prices for PRODUCTS are to be determined by mutual agreement between the parties in separate documents which are to be appended to the present Agreement, with yearly adjustments three months prior to each expiration date, according to changes in the Collective Agreement Index for the Pharmaceutical Chemicals Industry.

Legally defined taxes shall be applicable to these prices, which are to be regarded as net prices.

#### **FIFTH CLAUSE: Billing**

BELMAC shall issue comprehensive bills to ETHYPHARM for PRODUCTS, and these bills shall be payable to the bank account indicated by BELMAC, within an inalterable period of 90 calendar days from the date when a given bill is issued.

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**SIXTH CLAUSE: Nonpayment**

*BELMAC* shall be able to interrupt supplying of products without incurring any form of liability as a result of possession of receipts pertaining to bills whose period of collectibility may exceed sixty days beyond their due dates.

**SEVENTH CLAUSE: Duration**

The present Agreement shall possess a duration of one (1) year which is to be extendable by tacit agreement for periods of one (1) year, except in the event of explicit notification from either party four (4) months prior to its expiration.

In any situation involving termination of the present Agreement, *BELMAC* shall return all documents and information to *ETHYPHARM* when these documents and information shall have been received from *ETHYPHARM* in relation to manufacturing of PRODUCTS, and *BELMAC* promises that it shall not directly or indirectly engage in use of said documents and information. Obligations in terms of confidentiality shall remain applicable upon termination of the present Agreement.

**EIGHTH CLAUSE: Acceptance of Jurisdiction**

The parties shall accept the jurisdiction of Courts within Madrid, the capital city, insofar as it may be impossible for amicable resolution of any disputes pertaining to the present Agreement to be achieved.

**NINTH CLAUSE: Principles Governing the Agreement**

The present Agreement shall be of a commercial nature, and it shall be governed by its own Clauses and by Spanish law for any aspects which may not have been indicated therein.

In confirmation thereof, the present Agreement is being signed in \_\_\_\_\_  
on \_\_\_\_\_

*ETHYPHARM INDUSTRIES, S.A.*

*LABORATORIOS BELMAC, S.A.*

Gerard LEDUC  
President

Adolfo HERRERA MALAGA  
General Manager

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**EP 008596**

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ATTACHMENT

1. OMEPRAZOL microgranules in accordance with Ethypharm's Patent Number 9207249.
2. Indomethacin microgranules
3. Piroxicam microgranules
4. Aspirin microgranules
5. Lanzoprazole microgranules

According to ETHYPHARM's requests and in accordance with technical specifications provided by ETHYPHARM, BELMAC shall be able to supply PRODUCTS to ETHYPHARM as semi-finished products (microgranules), bulk products (capsules), packaged products in bottles or aluminum packaging, and as finished products, provided that the necessary Health Authorizations shall have been obtained beforehand.

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### ACUERDO DE PRODUCCION

En Madrid, a veintisiete de Febrero de mil novecientos noventa y siete, emitimos este contrato.

Entre

LABORATORIOS BELMAC, S.A., domiciliado en c/ Monterragon 9, 28033 MADRID, y fábrica en Polígono Mápica, s/ C/ 50016 Zaragoza, debidamente representado por D. Clemente González Azpeitia, Director General, quien firma este contrato, más adelante llamado LABORATORIOS BELMAC.

y

LABORATORIO PHARMALLIANCE, domiciliado 25, Rue Mustapha Cherqou, BELFORT EL HARRACH-ARGLIA, debidamente representado por Dña. Amal Lamari, Gerente, quien firma este contrato, más adelante llamado PHARMALLIANCE.

Ambas partes acuerdan lo siguiente:

**ARTICULO 1.-** LABORATORIOS BELMAC tendrá por encargo de PHARMALLIANCE cápsulas Nº 2 (color azul/naranja), conteniendo microgránulos con 20 mg de Omeprazol, acondicionadas en frasco de vidrio con tapón piller-proof provisto de silicagel.

**ARTICULO 2.-** Por indicación de PHARMALLIANCE, los microgránulos serán fabricados por LABORATORIOS BELMAC aplicando la tecnología ETHYPHARM S.A.

**ARTICULO 3.-** Los frascos serán entregados a PHARMALLIANCE por LABORATORIOS BELMAC envasados siguiendo las indicaciones de PHARMALLIANCE, y acompañadas con el correspondiente certificado de análisis.

**ARTICULO 4.-** PHARMALLIANCE deberá realizar su propio control analítico para verificar que el producto cumpla los requerimientos sanitarios de su país. Para tal efecto, LABORATORIOS BELMAC enviará una muestra a parte para el análisis a su llegada Argelia.

**ARTICULO 5.-** PHARMALLIANCE declara tener registrado en ARGELIA el producto referenciado anteriormente con el nombre PROTON y número C/033/10A001/97.

**ARTICULO 6.-** El presente acuerdo tiene una duración indefinida, y cada parte tendrá derecho de poner fin al mismo, dando aviso con antelación mínima de 6 meses a la fecha en que quiera darse el contrato por finalizado.

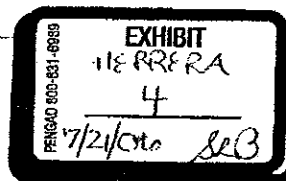
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D. Clemente González Azpeitia

PHARMALLIANCE  
Dña. Amal Lamari

LABORATORIOS BELMAC S.A.

LABORATORIO PHARMALLIANCE  
25, rue Mustapha Cherqou  
ALGER - ARGELIA  
TE: 213 21 77 66 67

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### PRODUCTION AGREEMENT

In Madrid, on the twenty [illegible] day of February, nineteen hundred and ninety seven, we issue this contract.

By and between

LABORATORIOS BELMAC, S. A., domiciled at Montearagon 9, 28033 MADRID, with a plant at Poligono Malpies, c/ C4, 50016 Zaragossa, duly represented by Mr. Clemente Gonzalez Azpetia, Director General, who signs this contract below, hereinafter LABORATORIOS BELMAC.

And

LABORATORIO PHARMALLIANCE, domiciled at 25 Rue Mustapha Chergou, BELFORT EL HARRACH, ALGERIA, duly represented by Mrs. Amal Lamari, Manager, who signs this contract, hereinafter PHARMALLIANCE

The parties agree the following:

Clause 1 – LABORATORIOS BELMAC, shall fill as per the order of PHARMALLIANCE No. 2 capsules (blue/orange color), containing microgranules with 20 mg. of Omeprazol, packaged in glass bottles with pilfer-proof top with silicagel.

Clause 2 – As per instructions of PHARMALLIANCE, the microgranules shall be fabricated by LABORATORIOS BELMAC applying ETHYPHARM S. A. technology.

Clause 3 – The bottles shall be delivered to PHARMALLIANCE by LABORATORIOS BELMAC, filled according to the instructions of PHARMALLIANCE, and be accompanied by the certificate of analysis corresponding thereto.

Clause 4 – PHARMALLIANCE shall undertake its own control analysis to verify that the product meets the health requirements of its country. For that purpose, LABORATORIOS BELMAC shall send a separate sample to be analyzed upon its arrival in Algeria.

Clause 5 – PHARMALLIANCE states that it has registered in Algeria the aforementioned product under the name PROTON and under the number C/035/10A001/97.

Clause 6 – This agreement has an undefined term and each party shall be entitled to terminate same by providing a minimum of 6 months advance notice from the date on which it wished to terminate said contract.

LABORATORIOS BELMAC  
Mr. Clemente Gonzalez Azpetia  
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PHARMALLIANCE  
Mrs. Amal Lamari  
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21 Rue Mustapha Chergou  
Algiers – Algeria

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ETHYPHARM S.A.

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*Dr. Clemente González Arpeña***ACUERDO DE PRODUCCION**

En Madrid a veintiseis de Marzo de mil novecientos noventa y siete, continuo este contrato.

Entre

LABORATORIOS BELMAC S.A. domiciliado en c/Montecaragón 9, 28033 Madrid y fábrica en Polígono Mállica Calle C, 64, 50016 Zaragoza, debidamente representado por D. Clemente González Arpeña, Director General, quien firma este contrato, más adelante llamado LABORATORIOS BELMAC.

Y

LECIVA a.s., Dolní Měcholupy 130, 10237 PRAHA 10, REPUBLICA CHECA, representada por su Director General Mr. Jiri Michal, más adelante llamado LECIVA.

Ambas partes acuerdan lo siguiente:

**ARTICULO 1.-** LABORATORIOS BELMAC llenará por encargo de LECIVA cápsulas nº 3 (rojo/marrón claro) conteniendo microgránulos con 20 mg de omeprazol. Dichos microgránulos han sido fabricados bajo la patente y tecnología de ETHYPHARM S.A.

**ARTICULO 2.-** LABORATORIOS BELMAC llenará las cápsulas según las indicaciones de LECIVA y entregará estas con su certificado de análisis.

**ARTICULO 3.-** LECIVA deberá realizar su propio control analítico para verificar que el producto cumpla los requerimientos sanitarios de su país.

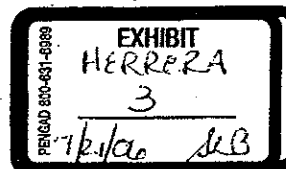
**ARTICULO 4.-** LECIVA declara tener registrado en la REPUBLICA CHECA el producto referenciado anteriormente con el nombre de HELECID y número de registro FAR. 1449/92 (101/10).

**ARTICULO 5.-** El presente acuerdo tiene una duración indefinida y cada parte tendrá derecho a poner fin al mismo, dando aviso con antelación mínima de 6 meses a la fecha en que quiera darse el contrato por finalizado.

LABORATORIOS BELMAC S.A.  
LABORATORIOS BELMAC  
D. Clemente González Arpeña  
*Clemente González Arpeña*

LECIVA  
Mr. Jiri Michal  
Dolní Měcholupy 130  
10237 Praha 10

CONFIDENTIAL



BEL006200

A-340



Document Received from 916528144  
27 January 2005 9:17  
07 MIE 10:33 Fax 3199156 [?]

Jan/27/06 09:28 pg. 11  
Nbr. 3960 p. 14 [?]

ETHYPHARM S.A.

[illegible signature]

### PRODUCTION AGREEMENT

In Madrid, on the twenty six day of March, nineteen hundred and ninety seven, we issue this contract.

By and between

LABORATORIOS BELMAC, S. A., domiciled at Montearagon 9, 28033 MADRID, with a plant at Poligono Malpies, c/ C4, 50016 Zaragossa, duly represented by Mr. Clemente Gonzalez Azpetia, Director General, who signs this contract below, hereinafter LABORATORIOS BELMAC.

And

LECIVA a.s., Dolui Mecholupy 130, 10237 PRAGUE 10, CZECK REPUBLIC, represented by its General Director, Mr. Jiri Michal, hereinafter LECIVA

The parties agree the following:

Clause 1 – LABORATORIOS BELMAC, shall fill as per the order of LECIVA No. 3 capsules (red/light brown color), containing microgranules with 20 mg. of Omeprazol. Said microgranules have been manufactured under the ETHYPHARM S. A. patent and technology.

Clause 2 – LABORATORIOS BELMAC shall fill the capsules according to LECIVA instructions and shall deliver them with a certificate of analysis.

Clause 3 – LECIVA shall undertake its own control analysis to verify that the product meets the health requirements of its country.

Clause 4 – LECIVA states that it has registered the Czech Republic the aforementioned product under the name HELECID and under the registration number [h.w.] HAR. 1449/97 (153/10)

Clause 5 – This agreement has an undefined term and each party shall be entitled to terminate same by providing a minimum of 6 months advance notice from the date on which it wished to terminate said contract.

[LOGO] LABORATORIOS BELMAC S. A.  
[stamp]LABORATORIOS BELMAC  
Mr. Clemente Gonzalez Azpetia  
[illegible signature]

[stamp and signature]  
[illegible except ] LECIVA, a.s.  
Azpetia

CONFIDENTIAL

[Stamp] Exhibit HERRERA

BEL006200

[illegible numbers and] 7/21/06

Doc ref: 4916520144  
27. Sep. 2006 9:17

27/09/2006 09:35 Pg. 12  
Nº3960 7. 12

### PRODUCTION AGREEMENT

In Madrid, on the 19<sup>th</sup> November 1999, we issue this contract

Between

LABORATORIES BELMAC (Spain), Montearagón 9 28033 Madrid, duly represented by Mr. Adolfo Herrera, General Manager who signs this contract, Hereinafter called BELMAC.

And

LECIVA a.s., Doldi Měcholupy 130, 10237 PRATIA 10, CZECH REPUBLIC, Duly represented by, Mr. Jiří Michal General Manager who signs this contract, Hereinafter called LECIVA.

Both parties agreed as follows:

ARTICLE 1. BELMAC will manufacture on behalf of LECIVA, the product CAPSULES OF OMEPRAZOLE 10mg PELLETS. This pellets are manufactured with the technology of Ethypharm S.A.

ARTICLE 2. The CAPSULES will be delivered by BELMAC following indications of LECIVA.

ARTICLE 3. The export of the product should be accompanied with the correspondent certificate of analysis for each batch manufactured. Nevertheless, LECIVA should make their own analytical controls to comply with the health requirements of the country.

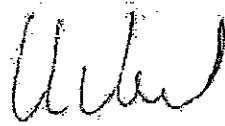
ARTICLE 4. The product is registered in CZECH REPUBLIC by LECIVA with the number 09/342/99-C and commercial name HELECID 10mg.

ARTICLE 5. The present agreement has an indefinite duration, and either party will have the right to terminate it upon six months notice give prior to the date they want the agreement expires.

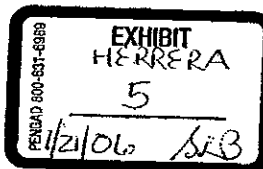
Duly signed by:

BELMAC  
Mr. Adolfo Herrera

LECIVA  
Mr. Jiří Michal



CONFIDENTIAL



BEL006201

A-341

**CONFIDENTIALITY AGREEMENT**

This CONFIDENTIALITY AGREEMENT is made and effective as of this first day of November 14th, 2001, between **LABORATORIOS BELMAC S.A.** (the "Disclosing Party") and **PHARMALLIANCE**. (The "Receiving Party").

The Disclosing Party intends to disclose to the Receiving Party certain information, ideas, tangible material, and other knowledge concerning technical studies over the processing of PELLETS OF OMEPRAZOL, procedures, galenic formulation on pharmaceutical drugs, Bioequivalences Studies and in particular, any information given during the relations between the companies.

Any information given to the other company relative to PELLETS OF OMEPRAZOL will be considered as " **Confidential Information** ".

All of which the Disclosing Party considers to be trade secrets and / or confidential information owned by the Disclosing Party. The Receiving Party wants to receive the Confidential Information to evaluate whether to enter into a business transaction with the Disclosing Party.

THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained herein, Disclosing Party and Receiving Party agree as follows:

1. -Confidential Information shall be subject to the terms of this Agreement when

- (a) it is marked " Confidential ", if disclosed in written form ; or
- (b ) it is identified by the Disclosing Party as confidential at the time it is disclosed, if disclosed in oral , written, visual or tangible form; or
- (c) the Receiving Party has reason to believe that the Disclosing Party considers the information confidential at the time it is disclosed.

2. -The Receiving Party shall not use the Confidential Information, directly or indirectly, for any purpose other than evaluating whether to enter into a business transaction with the Disclosing Party. The Receiving Party shall obtain the prior written consent of the Disclosing Party prior to disclosing any of the Confidential Information to any third party.

3. -The confidentiality and non disclosure obligations set forth herein shall not apply to:

- (a) information which the Receiving Party can prove by suitable written documentation was already developed by or on behalf of the Receiving Party , or was in its possession prior to receipt from the Disclosing Party ; or
- (b) information which the Receiving Party can show was received by it without restriction from a third party which is lawfully in possession of such information and is not in breach of any agreement or any confidential relationship with the Disclosing Party; or
- (c) information which the Receiving Party can prove by suitable written documentation is or becomes public through no fault of the Receiving Party or third parties who received such information from the Receiving Party.



CONFIDENTIAL

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A-342

4. -Upon request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information supplied by the Disclosing Party hereunder in written or other tangible form including all copies thereof, and all documents which contain Confidential Information, and PHARMALLIANCE use its best endeavours to ensure return of any copies given to third parties pursuant to paragraph 2 of the Agreement

5. -Nothing in this Agreement shall be deemed by implication or otherwise to convey to the Receiving Party any proprietary, intellectual property, ownership or other right, title or interest in any Confidential Information of the Disclosing Party.

Nothing in this Agreement shall prevent the Disclosing Party from entering into any relationship with any third party, nor prevent the Disclosing Party from proceeding independently of the Receiving Party, in connection with the Confidential Information.

6. -This Agreement may only be amended by a written document signed by the Disclosing Party and the Receiving Party. The failure of either party to enforce any term of this Agreement shall not constitute a waiver of such term or any breach of such term, and shall not affect the right to require compliance with such term in the future. All waivers of any terms or breaches of this Agreement must be in writing and signed by the party against whom such waiver is asserted. The enforceability and interpretation of this Agreement shall be governed by Spanish law, without regard to principles of choice of law.

7. -The Receiving party hereby represents and warrants that it is permitted to enter into this Agreement and perform all of the obligations contemplated herein, and that this Agreement and its terms and obligations are not inconsistent with, or in violation of, any other obligation, contractual or otherwise, which it may have.

8. -A judicial determination that any term of this Agreement is unenforceable or invalid in whole or in part shall not affect the validity or enforceability of those terms not found to be unenforceable or invalid.

9. -The Disclosing Party may assign any of its rights or obligations under this Agreement. The Receiving Party shall not assign any of its right or obligations under this Agreement without the prior written consent of the Disclosing Party, and any purported assignment or transfer without such prior written consent shall be void.

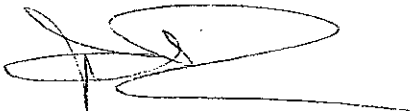
10. -The Receiving Party hereby agrees and acknowledges that the disclosure of confidential information without the express written permission of the Disclosing Party will cause the Disclosing Party irreparable harm, and that any breach of threatened breach of this Agreement by the Receiving Party will entitle the Disclosing Party to injunctive relief, in addition to any other legal remedies available to the Disclosing Party, in any court of competent jurisdiction.

11. -The confidentiality and nondisclosure obligations set forth in Paragraph 2 of this Agreement shall expire five (10) years after the date of this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**DISCLOSING PARTY :**

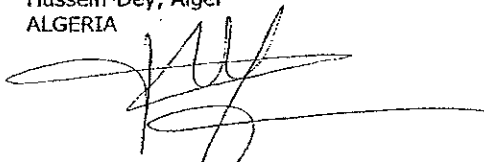
**LABORATORIOS BELMAC S. A.**  
C Teide 4, Planta Baja  
Polígono Empresarial La Marina  
28700 Madrid SPAIN



By: Adolfo Herrera Malaga  
General Manager

**RECEIVING PARTY :**

**PHARMALLIANCE**  
63 Rue Boudjema Moghni  
Hussein-Dey, Alger  
ALGERIA



By: Amal Lamari  
General Manager

11/ 34-1 3199159 ETHYPHARM

P.11.02.91 17:45



ethypharm

m pg  
→ 10/12/91 17:45  
1 copies

FAX NO: 297

FECHA/DATE: 8 th February 1, 991

A/TO: ~~XXXXXXXXXX~~ and Le- CIA/FIRM: Ethypharm  
COPIA/COPY TO: due.

DE/FROM: A. de Basilio

CIA/FIRM: Ethypharm (España).  
Marqués de la Ensenada, 16.  
28004 Madrid Fax: 3199159.

PAGS/NO. PAGES: 1 + 1

**TEXT/TEXT:**

1. I had a meeting today with Mr. Pérez de Ayala and several points of the manufacturing of our products in their facilities were discussed:

1. I handled a copy translated into Spanish of the conclusions of my meeting with P. Gory in MOUDAN.

2. A strict confidentiality agreement has to be signed with the responsible of the laboratory and the operator. Mr. Pérez de Ayala is on his side very interested in this point to avoid some competitor to come and take away this worker.

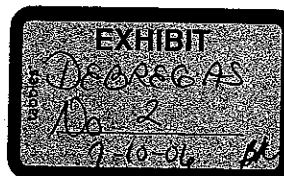
3. I informed him about the availability of official funds at a rate of 11% to be returned in 6 years. I will put him in touch with the appropriate people only if we reach an agreement.

4. A draft contract will be sent for discussion.

5. I told him about the visit of P. Gory and M. Duval after reception of machinery and other materials.

6. I let him know that we will accept prices of capsule filling around 9/10 FFZ. For our margins are very low and I told him not to expect too interesting prices in manufacturing.

They are interested to work with us because they have to fill necessarily a gap in their production.

CONFIDENTIAL  
EP 006670

A-345

11/

34 1 3199159 ETHYPHARM

P.11.02.91 17:46



**éthypharm**

They would accept also to manufacture for us if we licence a product to RIMAFAR and/ or if we let them buy MHD pellets from Andrómaco.

Best regards

  
Adolfo de Basilio

*Rogamos llamen al 3085681 si hay problemas de recepción.  
Please phone (1)3085681 if reception problems.*

CONFIDENTIAL  
EP 006671

A-346



**ethypharm**

FAX NO: 669      FECHA/DATE: 20. 6. 91

AYTO: P. DEBREGAS / G. LEONIC.      CIA/FIRM: EHY- F

COPIA/COPY TO:

DE/FROM: A. BASILIO      CIA/FIRM: Ethypharm (España),  
Marqués de la Ensenada, 16,  
28004 Madrid. Fax: 3199159

PAGS/Nº PAGES: 1 + 1

RE: Rimafor's production

TEXT/TEXT:

Please find a copy of the fax sent by RIMAFAR saying we can go ahead. This is as result of my question about preinstallation of capsule filling machines and pans. Mr. Pérez de Ayala wants to start as soon as possible.  
I will inform MG2 Spain of this confirmation.

Please comment.

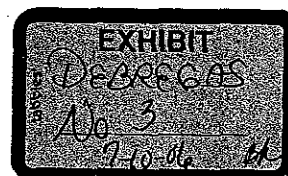
Best regards,

*Adolfo de Basilio*  
Adolfo de Basilio

Rogamos llamen al 3085681 si hay problemas de recepción.  
Please phone (1)3085681 if reception problems.

POSTE APPELE: 32 50 72 14 1991-26-10 11-10 03-96 9 5151 9675 #1

CONFIDENTIAL  
EP 006658



A-347



RF

TRANSMISION POR FAX

FECHA: 20 de Junio de 1991

PARA: ETHYPIARM S4

ATT: Dr. de Basilio

DE: RIMAFAR SA

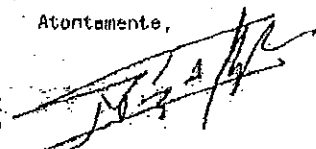
PAG. (INCLUIDA ESTA): 1

ASUNTO:

Muy Sres. nuestros:

De acuerdo con la conversación telefónica mantenida el día 19 de ayer, les confirmamos nuestro propósito de instalar la cámara de aire y las pailas que nos han comentado a fin de aumentar la producción de microgranulados.

Atentamente,



CONFIDENTIAL  
EP 006659

A-348

TRANSMISSION BY FAX

Date: June 20, 1991

To: ETHYPHARM SA

Att: Dr. de Basilio

FROM: RIMAFAR SA

Pages: (including cover): 1

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As per our telephone conversation yesterday, we confirm our proposal to install  
[illegible] that you spoke to us about in order to increase the production of microgranules.

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EP006659

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Laboratorios Belmac, S.A.

## ASUNTO: REUNION LABORATORIOS BELMAC - ETHYPHARM

Por Ethypharm: Mr. Igonet/ Dr. de Basilio

Por Belmac: Sr. Pérez de Ayala

Reunidos ambas partes, para examinar la propuesta de facturación por fabricación de microgránulos, hecha por Belmac a Ethypharm se concluye en lo siguiente:

Ethypharm considera que el precio de facturación aplicado por Belmac desde primero de Enero de 1993 rompe sus esquemas presupuestarios y que representa un aumento exagerado sobre la facturación del año anterior.

Por otra parte, Belmac considera que la referencia al año 1992 no es válida, por cuanto que la facturación en dicho período ha sido muy inferior a las expectativas de negocio de Belmac en la producción de microencapsulados.


Finalmente, se acuerda elevar a sus respectivos Comites Directivos la siguiente propuesta:


- 1º La facturación de 1993 se reducirá a 31.200.000 Ptas. más IVA, prorrateados entre 11 meses.
- 2º Incluir en el equipo básico propuesto por Belmac en su fax de fecha 3 de Febrero, un operario más para producción durante todo el año y, a partir del primero de Julio, destinar un analista de control exclusivamente para la producción a Ethypharm.
- 3º Por vía de compensación por la reducción propuesta, Ethypharm facilitará a Laboratorios Belmac dossier de registro de Verapamilo Retard en sus presentaciones comerciales y la licencia correspondiente, con un cargo de Ethypharm a Belmac de 2.500.000 más IVA.

Estos términos serán estudiados por ambas partes a los que darán respuesta antes de 31 Marzo actual y, en caso de confirmación, formalizarán el correspondiente documento oficial de manera inmediata.

Madrid, 4 de Marzo de 1993

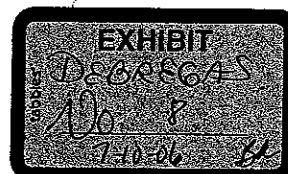
  
Dr. de Basilio  
Ethypharm

  
Mr. Igonet  
Ethypharm

  
Sr. Pérez de Ayala  
Laboratorios Belmac

**BELMAC**

P.º de la Castellana, 149. 28046 MADRID - Tel.: 572 06 62 - Fax: 572 13 39  
Fábrica: Polígono Malpica, c/c, 4. 50016 ZARAGOZA - Tel.: (976) 57 17 84



EP 004721

A-350

04-03-93 18:09 ETHYPHARM  
03/02/93 18:51 A 572 13 39

P.01  
LABORAT. BELMAC P.01



Laboratorios Belmac, SA

# TELEFAX

Fecha: 4-2-93

N.º de Fax: 0213	N.º de hojas: 2
A: M. Debregeas et Igné	de: ABASILIO
EMPRESA:	Empresa:
DEPARTAMENTO:	Departamento:

Post-it

341

PARA: Dr. de Basilio  
EMPRESA: ETHYPHARM  
DE: Sr. Pérez de Ayala  
Nº FAX: 319.91.59  
FECHA: Febrero 3, 1993  
ASUNTO:

Número total de páginas, incluyendo esta portada: 2  
Si no recibe el documento completo, por favor llame al (34-1) 572.06.62 y pregunte por Cristina.

Estimado Adolfo:

De acuerdo con nuestro último planteamiento, te comunico que nuestro presupuesto de facturación mensual de Belmac a Ethypharm, en 1 turno diario de 8 horas, con cinco días laborables de trabajo semanales, de Lunes a Viernes, y excluyendo el mes de Agosto como periodo vacacional es de Pesetas 3.324.000,- por once meses para el año 1993.

Este precio incluye:

- Soporte industrial
- Soporte legal
- Soporte técnico farmacéutico de Análisis y Control
- Almacenes y servicios comunes
- Suministros (agua, luz, etc..)
- Gestión de compras y administración
- Mantenimiento de maquinaria e instalaciones
- Limpieza

**BELMAC**

C/ de la Castellana 149, 28046 MADRID - Tel. 572 06 62 - Fax: 572 13 39  
Laboratorios Belmac, S.A. A SOCIO FARMACIA - Tel. 572 06 62

EP 004722

A-351

[Emblem]  
*Laboratorios Belmac, S.A.*

[Illegible handwritten notations]...  
Document of [Illegible date] is attached  
to this document.

**SUBJECT: LABORATORIOS BELMAC-ETHYPHARM MEETING**

Representing *Ethypharm*: Mr. Igonet, Dr. de Basilio  
Representing *Belmac*: Mr. Perez de Ayala

With the parties having met in order to examine *Belmac*'s proposal to *Ethypharm* in relation to billing for manufacturing microgranules, the following conclusions have emerged:

It is *Ethypharm*'s opinion that the billing price applied by *Belmac* since January 1, 1993 is inconsistent with its budget parameters and that this price represents an excessive increase in relation to billing during the preceding year.

On the other hand, *Belmac* believes that the reference to the year 1992 is not valid, inasmuch as billing during the previously cited period was considerably lower than *Belmac*'s expectations in terms of production of microcapsules.

Lastly, it was agreed that the following proposal should be submitted to the companies' respective Management Committees:

1. 1993 billing shall be reduced to 31,200,000 *Pesetas* plus the Value Added Tax, with prorating for an 11-month period.
2. An additional production worker should be included throughout the entire year for the basic team which *Belmac* proposed in its February 3 fax, and, beginning on July 1, a control analyst shall be exclusively assigned to production for *Ethypharm*.
3. As a means of compensating for the proposed reduction, *Ethypharm* shall release the *Verapamilo Retard* registration file to *Laboratorios Belmac* for its marketing presentations and for the respective license, with a charge of 2,500,000 *Pesetas* plus the Value Added Tax being applied to *Belmac* by *Ethypharm*.

The preceding terms are to be examined by both parties, and responses must be provided before March 31 during the current year, with the respective official document being adopted immediately in the event of confirmation.

Madrid, March 4, 1993

[Illegible signature]  
Dr. de Basilio  
*Ethypharm*

[Illegible signature]  
Mr. Igonet  
*Ethypharm*

[Illegible signature]  
Mr. Perez de Ayala  
*Laboratorios Belmac*

**BELMAC**, Plaza de la Castellana 149, 28046, Madrid. Telephone: 572 06 62.  
Fax: 572 13 39. Plant: Poligono Majorca, c/C 4, 50016, Zaragoza. Telephone:  
(976) 57 17 84.

**EP 004721**

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[Emblem]

[Illegible handwritten notations]...

**Laboratorios Belmac, S.A.**

TELEFAX:

Date: 2/4/93

Fax Number: 0213

Number of pages: 2

To: Messrs. Debregeas  
and Igonet

From: A. Basilio

Company:

Company:

Department:

Department:

To: Dr. de Basilio

Company: *ETHYPHARM*

Manager: Mr. Perez de Ayala

Fax Number: 319 91 59

Date: February 3, 1993

In regard to: Total number of pages, including this cover sheet: 2

If you do not receive the complete document, please call (34-3)-572-06-62 and ask for Cristina.

Dear Adolfo:

In keeping with our most recent proposal, I wish to inform you that our budget for monthly billing of *Ethypharm* by *Belmac*, according to one eight-hour shift per day with five weekly work days, from Monday to Friday, and with the month of August being excluded as a vacation period, is 3,324,000 *Pesetas* for eleven months during the year 1993.

This price shall include:

- Manufacturing support
- Legal support
- Technical-pharmaceutical support for Analysis and Control
- Warehouses and Common Services
- Utilities (water, electric power, etc.)
- Purchasing and administrative management
- Maintenance of equipment and systems
- Cleaning

**BELMAC**, Plaza de la Castellana 149, 28046, Madrid. Telephone: 572 06 62.  
Fax: 572 13 39. Plant: *Poligono Majorca*, c/C 4, 50016, Zaragoza. Telephone:  
(976) 57 17 84.

**EP 004722**

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